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9 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

RECEIVED

FEB 27 1995

HUB LAW OFFICES

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF MARIN

14 CHURCH OF SCIENTOLOGY) CASE NO. 157680
15 INTERNATIONAL, a California not-for-profit) [CONSOLIDATED]
religious corporation,)
16) SEPARATE STATEMENT OF
17) UNDISPUTED MATERIAL FACTS
Plaintiff,) IN SUPPORT OF PLAINTIFF'S
18) MOTION FOR SUMMARY
19 vs.) ADJUDICATION AS TO THE
20) TWENTIETH CAUSE OF ACTION
21) DATE: March 31, 1995
GERALD ARMSTRONG; DOES 1 through 25,) TIME: 9:00 a.m.
inclusive,) DEPT: 1
22) DISCOVERY
23 Defendants.) CUT-OFF: March 16, 1995
24) MTN CUT-OFF: April 18, 1995
25) TRIAL DATE: May 18, 1995

26 Church of Scientology International ("CSI") submits this statement of undisputed
27 material facts in support of CSI's Motion for Summary Adjudication of the Twentieth Cause
28 of Action.

1 **CSI Is Entitled To Summary Adjudication Of The Twentieth Cause Of Action**
2 **Because There Is No Dispute (1) That The Parties Entered Into A Written**
3 **Agreement (2) That CSI Performed All Of Its Obligations Pursuant To The**
4 **Agreement, (3) That Armstrong Breached The Agreement Repeatedly, and (4)**
5 **That Armstrong Intends To Continue Breaching The Agreement.**

6 **A. The Parties Entered Into A Written Agreement And CSI Performed All Of Its**
7 **Obligations Pursuant To The Agreement**

8 1. Gerald Armstrong voluntarily entered
9 into a confidential Mutual Release of All
10 Claims and Settlement Agreement
11 ("Agreement") with Church of Scientology
12 International ("the Church") on December 6,
13 1986.

14 1. Request for Judicial Notice,
15 Exhibit A, Verified Second Amended
16 Complaint (hereinafter "Complaint"), ¶¶ 1
17 and 2; Request for Judicial Notice, Exhibit
18 B, Answer of Gerald Armstrong and the
19 Gerald Armstrong Corporation to
20 Amended Complaint (hereinafter
21 "Answer"), ¶¶ 1 and 2; Request for
22 Judicial Notice, Exhibit C, Order Granting
23 Summary Adjudication of the Fourth and
24 Sixth Causes of Action; Request for
25 Judicial Notice, Exhibit D, Opinion of the
26 Second District Court of Appeal; Request
27 for Judicial Notice, Exhibit E, Order
28 Granting Summary Adjudication of the
Second and Third Causes of Action of
Armstrong's cross-complaint; Exhibit 1A,
Mutual Release of All Claims and
Settlement Agreement ("the Agreement"),
page 16; Exhibit 1B, Declaration of Larry
Heller, ¶¶ 4 and 5, Exhibit A thereto and
Exhibit B thereto, 1:19-2:10.

1 2. Armstrong received a portion of a
2 total sum paid to his attorney, Michael
3 Flynn, in settlement of all claims of Mr.
4 Flynn's clients.

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8
9 3. Armstrong received approximately
10 \$800,000.00 from Michael Flynn as his
11 portion of the total settlement sum paid by
12 CSI to Mr. Flynn for Flynn's settling clients.

13
14
15 4. Paragraph 7(E) of the Agreement
16 provides: "... Plaintiff agrees to return to the
17 Church of Scientology International, at the
18 time of the consummation of this Agreement,
19 all materials in his possession, custody or
20 control (or within the possession, custody or
21 control of his attorney, as well as third
22 parties who are in possession of the described
23 documents), of any nature, including
24 originals and all copies or summaries of
25 documents defined in Appendix 'A' to this
26 Agreement, including but not limited to any
27 tapes, computer disks, films, photographs,
28 recastings, variations or copies of any such

2. Complaint, ¶ 13; Answer, ¶ 13;
Request for Judicial Notice, Exhibit C,
Order Granting Summary Adjudication of
the Fourth and Sixth Causes of Action;
Exhibit 1A, Mutual Release of All Claims
and Settlement Agreement,
¶ 3.

3. Exhibit 1C, Declaration of Graham
Berry, and Exhibit B thereto; Exhibit 1D,
Marin Independent Journal, November 11,
1992, article entitled, "Is Money The Root
of Our Problems?"

4. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 7(E).

1 materials which concern or relate to the
2 religion of Scientology, L. Ron Hubbard or
3 any of the organizations, individuals or
4 entities listed in Paragraph 1 above, all
5 evidence of any nature, including evidence
6 obtained from the named defendants through
7 discovery, acquired for the purposes of this
8 lawsuit or any lawsuit, or acquired for any
9 purpose concerning any Church of
10 Scientology, any financial or administrative
11 materials concerning any Church of
12 Scientology, and any materials relating
13 personally to L. Ron Hubbard, his family or
14 his estate. ... To the extent that Plaintiff does
15 not possess or control documents within
16 categories A-C above, Plaintiff recognizes his
17 continuing duty to return to CSI any and all
18 documents that fall within categories A-C
19 above which do in the future come into his
20 possession or control."

21
22 5. Paragraph 7(D) of the Agreement
23 provides that "Plaintiff agrees never to create
24 or publish or attempt to publish, and/or assist
25 another to create for publication by means of
26 magazine, article, book or other similar
27 form, any writing or to broadcast or to assist
28 another to create, write, film or video tape or

5. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 7(D).

1 audio tape any show, program or movie, or
2 to grant interviews or discuss with others,
3 concerning their experiences with the Church
4 of Scientology, or concerning their personal
5 or indirectly acquired knowledge or
6 information concerning the Church of
7 Scientology, L. Ron Hubbard or any of the
8 organizations, individuals and entities listed
9 in Paragraph 1 above. Plaintiff further
10 agrees that he will maintain strict
11 confidentiality and silence with respect to his
12 experiences with the Church of Scientology
13 and any knowledge of information he may
14 have concerning the Church of Scientology,
15 L. Ron Hubbard, or any of the organizations,
16 individuals and entities listed in Paragraph 1
17 above. Plaintiff expressly understands that
18 the non-disclosure provisions of this
19 subparagraph shall apply, inter alia, but not
20 be limited, to the contents or substance of his
21 complaint on file in the action referred to in
22 Paragraph 1 hereinabove or any documents
23 as defined in Appendix "A" to this
24 Agreement, including but not limited to any
25 tapes, files, photographs, recastings,
26 variations or copies of any such materials
27 which concern or relate to the religion of
28 Scientology, L. Ron Hubbard, or any of the

1 organizations, individuals or entities listed in
2 Paragraph 1 above. The attorneys for
3 Plaintiff, subject to the ethical limitations
4 restraining them as promulgated by the state
5 or federal regulatory associations or
6 agencies, agree not to disclose any of the
7 terms and conditions of the settlement
8 negotiations, amount of the settlement, or
9 statements made by either during the
10 settlement conferences. Plaintiff agrees that
11 if the terms of this paragraph are breached
12 by him, that CSI and the other Releasees
13 would be entitled to liquidated damages in
14 the amount of \$50,000.00 for each such
15 breach. All monies received to induce or in
16 payment for a breach of this Agreement, or
17 any part thereof, shall be held in constructive
18 trust pending the outcome of any litigation
19 over said breach. The amount of liquidated
20 damages herein is an estimate of the
21 damages that each party would suffer in the
22 event this Agreement is breached. The
23 reasonableness of the amount of such
24 damages are hereto acknowledged by
25 Plaintiff."

26
27 6. Paragraph 7(G) of the Agreement
28 provides, "Plaintiff agrees that he will not

6. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 7(G).

1 voluntarily assist or cooperate with any
2 person adverse to Scientology in any
3 proceeding against any of the Scientology
4 organizations, individuals or entities listed in
5 Paragraph 1 above. Plaintiff also agrees that
6 he will not cooperate in any manner with any
7 organizations aligned against Scientology."
8

9 7. Paragraph 7(H) of the Agreement
10 provides: "Plaintiff agrees not to testify or
11 otherwise participate in any other judicial,
12 administrative or legislative proceeding
13 adverse to Scientology or any of the
14 Scientology Churches, individuals or entities
15 listed in Paragraph 1 above unless compelled
16 to do so by lawful subpoena or other lawful
17 process. Plaintiff shall not make himself
18 amenable to service of any such subpoena in
19 a manner which invalidates the intent of this
20 provision. Unless required to do so by such
21 subpoena, Plaintiff agrees not to discuss this
22 litigation or his experiences with and
23 knowledge of the Church with anyone other
24 than members of his immediate family."
25

26 8. Paragraph 10 of the Agreement
27 provides, "Plaintiff agrees that he will not
28 assist or advise anyone, including

7. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 7(H).

8. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 10.

1 individuals, partnerships, associations,
2 corporations or governmental agencies
3 contemplating any claim or engaged in
4 litigation or involved in or contemplating any
5 activity adverse to the interests of any entity
6 or class of persons listed above in Paragraph
7 1 of this Agreement."

8
9 9. Paragraph 18(D) of the Agreement
10 provides, "The parties hereto and their
11 respective attorneys each agree not to
12 disclose the contents of this executed
13 Agreement. Nothing herein shall be
14 construed to prevent any party hereto or his
15 respective attorney from stating that this civil
16 action has been settled in its entirety."

17
18 10. Paragraph 20 of the Agreement
19 provides, "Notwithstanding the dismissal of
20 the lawsuit pursuant to Paragraph 4 of this
21 Agreement, the parties hereto agree that the
22 Los Angeles Superior Court shall retain
23 jurisdiction to enforce the terms of this
24 Agreement. This Agreement may be
25 enforced by any legal or equitable remedy,
26 including but not limited to injunctive relief
27 or declaratory judgment where appropriate.
28 In the event any party to this Agreement

9. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶
18(D).

10. Exhibit 1A, Mutual Release of All
Claims and Settlement Agreement, ¶ 20.

1 institutes any action to preserve, to protect or
2 to enforce any right or benefit created
3 hereunder, the prevailing party in any such
4 action shall be entitled to the costs of suit
5 and reasonable attorney's fees."

6
7 **B. Armstrong Breached The Agreement By Voluntarily Providing Aid To Adverse**
8 **Litigants And Claimants In Violation Of Paragraph 7(G), 7(H), 10 and 18(D) Of**
9 **The Agreement.**

10 11. Vicki and Richard Aznaran are former
11 Church members and, in 1991, were actively
12 litigating against several Churches of
13 Scientology.

11. Complaint, ¶ 18; Answer, ¶ 18;
Exhibit 1E, Deposition of Gerald
Armstrong Vol. II, July 22, 1992, 183:1-
6; Request for Judicial Notice, Exhibit F,
Complaint in the United States District
Court for the Central District of
California, Case No. CV 88-1786
JMI(Ex), Vicki J. Aznaran, et al. v.
Church of Scientology of California, et al.

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19
20 12. On August 21, 1991, Armstrong
21 wrote to attorney Eric Lieberman, counsel
22 for CSI, "There was no reason to videotape
23 me as proof that I was associating with Ford
24 Green. I had spoken the day before with two
25 of your fellow org lawyers, Laurie Bartilson
26 and Bill Drescher, and two men from SO
27 legal liaison staff, Howard Gutfeld and
28 August Murphy, and from none of whom had

12. Letter of August 21, 1991, from
Gerald Armstrong to Eric Lieberman,
Exhibit 1F.

1 I withheld the fact that I was helping Mr.
2 Greene... Mr. Murphy spent some time in
3 Mr. Greene's office and we spoke for a few
4 minutes. I am quite certain he left with the
5 impression that I was helping Mr. Greene,
6 and specifically in the Aznaran case since, in
7 addition to my saying so, he did observe me
8 carrying into Mr. Greene's office two boxes
9 containing the mega-copies of the two
10 Oppositions to Summary Judgment Motions
11 (Statute of Limitations and First Amendment)
12 and related documents, and he did hear me
13 lament that his organization had cost Mr.
14 Greene that very day over seven hundred
15 dollars in copying costs."

16
17 13. On September 4, 1991, Ford Greene
18 signed a declaration for filing in the Aznaran
19 case stating, "I am grateful for the on-going
20 assistance that I have received from Gerry
21 Armstrong. While I have worked - at times
22 around the clock - he has assembled the
23 products of my labors and ensured that they
24 were prepared for filing and service."

25
26 14. On August 26, 1991, Armstrong
27 voluntarily signed a declaration for filing in
28 the Aznaran case containing statements

13. Declaration of Ford Greene,
September 4, 1991, Exhibit 1G; ¶ 7.

14. Exhibit 1H, Deposition of Gerald
Armstrong Vol. III, 322:19-323:7, 324:5-
10, 324:21-23, 325:1-10, 325:17-326:3,

1 regarding his alleged experiences with and
2 knowledge of the Church and L. Ron
3 Hubbard.

327:8-10, and Exhibit 11 thereto; Exhibit
1I, Armstrong Declaration, August 26,
1991; Complaint, ¶¶ 37 and 59; Answer,
¶¶ 37 and 59.

4
5
6 15. On September 3, 1991, Armstrong
7 voluntarily signed a declaration for filing in
8 the Aznaran case stating, "I aid Mr. Greene
9 out of my own free will and my sense of
10 right and wrong ... My help to Ford Greene
11 in all of the papers recently filed has been in
12 proofreading, copying, collating, hole-
13 punching, stapling, stamping, packaging,
14 labeling, air freighting and mailing. Mr.
15 Greene and I have had several conversations
16 during this period, some of which have
17 certainly concerned the litigation."

15. Declaration of Gerald Armstrong,
September 3, 1991, ¶¶ 5 and 18, Exhibit
1J.

18
19 16. On October 8, 1992, Armstrong
20 testified that since July 22, 1992, he had
21 broadly discussed with the Aznarans matters
22 concerning their case, and had relayed
23 communications between the Aznarans and
24 Ford Greene.

16. Armstrong Depo., Vol. IV, 448:9-
449:4, Exhibit 1K.

25
26 17. In July, 1991, the Church and related
27 Church entities filed a complaint against their
28 former attorney, Joseph A. Yanny.

17. Request for Judicial Notice,
Exhibit G, Complaint, Religious
Technology Center et al. v. Joseph A.

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Yanny, et al., Los Angeles Superior Court, Case No. BC 033035 ("RTC v. Yanny").

18. On July 16, 1991, at the offices of Joseph Yanny, Armstrong voluntarily prepared and executed a declaration which Armstrong then left with Yanny, with the expectation that Yanny would use it and file it in court in RTC v. Yanny.

18. Armstrong Depo., Vol. III, 311:3-312:20, Exhibit 1L; Declaration of Gerald Armstrong, July 16, 1991, Exhibit 1M.

19. In this declaration Armstrong discussed the contents of his settlement agreement, the contents of settlement agreements between CSI and other litigants represented by Michael Flynn, and alleged circumstances of the settlements. Armstrong attached a copy of his settlement agreement to this declaration.

19. Declaration of Gerald Armstrong, July 16, 1991, Exhibit 1M.

20. On July 19, 1991, Armstrong voluntarily signed a handwritten declaration and provided it to Joseph Yanny. In the declaration, which Yanny filed, Armstrong admitted that Yanny called him on July 19, 1991, and asked for Armstrong's help in Yanny's representation of the Aznarans against CSI. Armstrong stated that he agreed

20. Declaration of Gerald Armstrong, July 19, 1991, ¶¶ 2, 3 and 9, Exhibit 1N.

1 to help Yanny with the Aznarans' case and
2 that he would travel to Los Angeles and did
3 stay with Yanny on July 15 and 16, 1991.

4
5 21. Malcolm Nothling is an anti-
6 Scientology litigant who is suing Church of
7 Scientology entities in South Africa.

8
9 22. In June 1991, Armstrong agreed to
10 travel to South Africa to testify on behalf of
11 Mr. Nothling. In August, 1991, he flew to
12 South Africa at Mr. Nothling's expense and,
13 with Mr. Nothling and his attorneys,
14 prepared to testify at Mr. Nothling's trial.
15 Armstrong did not receive a subpoena
16 compelling his testimony prior to flying to
17 South Africa.

18
19 23. In December, 1992, Armstrong sent a
20 letter to CSI's counsel in which he made
21 settlement demands on behalf of Mr.
22 Nothling.

23
24 24. In August, 1994, Armstrong again
25 made plans to voluntarily travel to South
26 Africa and testify against the South African
27 Church on behalf of Mr. Nothling.

28

21. Letter from Gerald Armstrong to
Eric Lieberman dated June 21, 1991, Ex.
10.

22. Letter from Gerald Armstrong to
Eric Lieberman dated June 21, 1991, Ex.
10; Armstrong Depo., Vol. VII, pp.
901:15 - 903:20, Ex. 1P.

23. Letter from Gerald Armstrong
dated December 22, 1992, Ex. 1Q;
Armstrong Depo., Vol. VII, 908:8 -
914:5, Ex. 1P.

24. Armstrong Depo., Vol. VII, pp.
914:6 - 917:18, Ex. 1P.

1 25. In early 1992, CSI was involved in
2 litigation in several European countries with
3 Readers' Digest.

4
5 26. In February, 1992, Armstrong
6 voluntarily gave attorneys for Readers'
7 Digest an affidavit in which he discussed at
8 length his purported knowledge of and
9 experiences in Scientology. In the affidavit,
10 Armstrong stated, "In delivering this
11 testimony, I know that it is destined to be
12 produced in Court."

13
14 27. Richard Behar is the author of a cover
15 story printed in the May 1991 issue of Time
16 magazine regarding the Church of
17 Scientology. CSI filed a complaint for
18 defamation against Time and Behar on April
19 27, 1992, as a result of false statements
20 contained in Behar's article. Armstrong
21 contacted Behar by phone and spoke to him
22 as he was aware that CSI was in litigation
23 with Time.

24
25 28. In 1992, Armstrong voluntarily sent
26 Richard Behar a copy of the affidavit which
27 he had executed for the Readers' Digest
28 litigation.

25. Armstrong Depo, Vol. II, pp. 282-
285, Ex. 1R.

26. Armstrong Affidavit of February
19, 1992, Ex. 1S, ¶ 14.

27. Armstrong Depo., Vol. III, 387:1-
14, Exhibit 1T; Request for Judicial
Notice, Exhibit H; Complaint in the
United States District Court of the
Southern District of New York, Case No.
92 Civ 3024, Church of Scientology
International v. Time Warner Inc., Time
Magazine Co. and Richard Behar.

28. Armstrong Depo., Vol. IV, pp.
420:18 - 421:9, Ex. 1U.

1 29. The World Institute of Scientology
2 Enterprises ("WISE") was a named defendant
3 in Hunziker v. Applied Materials et al.,
4 Santa Clara Superior Court, Case No.
5 692629 ("Hunziker"). WISE is a Church of
6 Scientology affiliated entity and thus a
7 "Releasee" under the Agreement.
8

9 30. In 1992, Armstrong was retained by
10 Hunziker's lawyers as an "expert" consultant
11 on the subject of Scientology.
12

13 31. On February 21, 1992, Armstrong
14 voluntarily met with attorney James
15 Rummonds, counsel for plaintiffs in
16 Hunziker. In this meeting Armstrong
17 discussed his "history in the organization, the
18 settlement agreement, the effect of the
19 settlement agreement..." and his knowledge
20 of and experience with the Church of
21 Scientology.
22

23 32. Armstrong met with John C. Elstead,
24 attorney for plaintiff in Hunziker, on
25 February 23, 1992. On that date, Armstrong
26 discussed with Elstead his knowledge of and
27 experience with the Church of Scientology.
28

29. Complaint, ¶ 47; Answer, ¶ 47-48;
Mutual Release of All Claims and
Settlement Agreement ¶ 1, Exhibit 1A.

30. Armstrong Letter to Rummonds,
Exhibit 1V.

31. Complaint, ¶ 48; Answer, ¶ 48;
Armstrong Depo. Vol. III, 392:17-394:21,
398:5-18, Exhibit 1W; Armstrong Depo.
Vol. I, Hunziker v. Applied Materials,
87:13-88:2, 93:7-14, Exhibit 1X.

32. Complaint, ¶ 48; Answer, ¶ 48;
Armstrong Depo. Vol I, Hunziker v.
Applied Materials, 144:15-147:8, Exhibit
1X.

1 33. On March 8, 1992, Armstrong met
2 again with attorney John Elstead and
3 provided him approximately 500 pages of
4 documents relating to the Scientology religion
5 and the Church of Scientology.

6
7 34. On May 27, 1992, Armstrong met
8 with attorneys Jerold Fagelbaum and Gary
9 Bright, attorneys for David Mayo and the
10 Church of the New Civilization in the
11 consolidated cases of Religious Technology
12 Center et al. v. Robin Scott et al., United
13 States District Court for the Central District
14 of California, Case No. CV 85-711 JMI(Bx),
15 and Religious Technology Center et al. v.
16 Larry Wollersheim et al., United States
17 District Court for the Central District of
18 California, Case No. CV 85-7197 JMI(Bx).
19 At the time, Fagelbaum and Bright were
20 litigating a cross-claim in that case against,
21 inter alia, CSI.

22
23 35. At his meeting with Fagelbaum and
24 Bright, Armstrong voluntarily executed a
25 declaration purporting to authenticate an
26 affidavit describing Armstrong's alleged
27 experiences with the Church.

33. Complaint, ¶ 51; Answer, ¶ 51;
Armstrong Depo. Vol. III, 402:5-405:13,
Exhibit 1W.

34. Armstrong Depo. Vol. II, 214:20-
216:24, Exhibit 1Y.

35. Answer, ¶¶ 68 and 69; Armstrong
Depo., Vol. II, 219:17-226:25, Exhibit
1Y; Declaration of Gerald Armstrong,
May 27, 1992, Exhibit 1Z.

1 36. Tilly Good, Denise Cantine and Ed
2 Roberts are former Scientology parishioners,
3 each of whom have pressed claims against
4 one or more Churches of Scientology.
5

6 37. While working in Ford Greene's
7 office, Armstrong voluntarily provided aid
8 and assistance to Tilly Good, Denise Cantine
9 and Ed Roberts concerning their claims
10 against Churches of Scientology.
11

12 38. The Cult Awareness Network
13 ("CAN") and its Executive Director, Cynthia
14 Kissler, have brought three law suits against
15 CSI and various Scientology related entities
16 and individuals.
17

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25 39. Armstrong has voluntarily provided
26 aid and assistance to CAN and its attorneys,
27 Hagenbaugh & Murphy, in their litigation
28 against CSI and other Releasees.

36. Tilly Good Demand Letter, Exhibit
1AA; Denise Cantine Demand Letter,
Exhibit 1BB; Ed Roberts Demand Letter,
Exhibit 1CC.

37. Armstrong Depo., Vol. IV, 451-
458, Exhibit 1DD; Armstrong letter of
Dec. 22, 1992, Exhibit 1Q, pp. 6-7.

38. Request for Judicial Notice,
Exhibit I, Complaint in Cult Awareness
Network v. Church of Scientology
International, et al., Circuit Court of Cook
Co., Illinois, No. 94L804; Ex. J, Cynthia
Kisser v. Chicago Crusader et al., Circuit
Court of Cook County Illinois, No.
92L08593; Ex. K, Cynthia Kisser v.
Coalition for Religious Freedom, et al.,
United States District Court for the North
District of Illinois, Eastern Division, No.
92C4508.

39. Letter from Gerald Armstrong to
Daniel Liepold, January 11, 1993, Exhibit
1EE; Armstrong Depo., Vol. VIII, pp.
1036-1038, Exhibit 1FF.

1 40. Lawrence Wollersheim has been a
2 litigant actively pursuing a claim against the
3 Church of Scientology of California ("CSC")
4 since 1980.

5
6 41. In February, 1993, CSC brought an
7 action for equitable relief from judgment due
8 to judicial bias which named Wollersheim as
9 a defendant.

10
11 42. In 1993, Armstrong voluntarily
12 provided aid and assistance to Wollersheim
13 and his attorneys, Daniel Liepold,
14 Hagenbaugh & Murphy and Mark Goldowitz.

15
16
17 43. Ron Lawley is an anti-Scientology
18 litigant adverse to Scientology-affiliated
19 entities and individuals in the case of 1984
20 S.No.1675 Scientology AOSHEU & Af -v-
21 Scott et al., and 1986 C No. Scientology
22 RECI -v- Carter, et al., High Court, London,
23 England.

24
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27
28 44. In or about January and February 1994,

40. Request for Judicial Notice, Ex. L,
Complaint, Wollersheim v. Church of
Scientology of California, Los Angeles
Superior Court No. C332327.

41. Request for Judicial Notice, Ex.
M, Complaint, Church of Scientology of
California v. Wollersheim, LASC No.
BC074815.

42. Armstrong letters to Goldowitz,
June - September, 1993, Exhibit 1GG;
Armstrong Depo., Vol. VI, pp. 740-746,
749-750, Exhibit 1HH.

43. Request for Judicial Notice,
Exhibit N, Writ Summons and Statement
of Claim between the Church of
Scientology Advanced Organization Saint
Hill Europe and Africa and Robin Scott,
Ron Lawley, et al. in the High Court of
Justice, Queen's Bench Division, London,
England, dated March 22, 1984;
Armstrong Depo., Vol. VII, pp. 857-861,
Exhibit 1II.

44. Armstrong Depo., Vol. VII, pp.

1 Armstrong voluntarily agreed to testify
2 against Scientology at Lawley's upcoming
3 trial, and furnished an affidavit concerning
4 his alleged Scientology knowledge and
5 experiences to Lawley and Lawley's counsel.

857-861, Ex. 1II; Affidavit of Gerald
Armstrong, February 7, 1994, Ex. 1JJ.

6
7 45. Steven Fishman and Uwe Geertz are
8 defendants in an action brought by the
9 Church of Scientology International for
10 defamation.

45. Request for Judicial Notice Exhibit
N, Complaint, Church of Scientology
International v. Steven Fishman, etc al.,
United States District Court for the
Central District of California, Case No.
91-6426 HLH (Tx).

11
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13
14 46. Armstrong agreed to be a trial witness
15 for Fishman and Geertz and, in 1994,
16 provided assistance and declarations about his
17 claimed Scientology knowledge and
18 experiences to Geertz's counsel.

46. Armstrong Depo., Vol. VI, pp.
782-789, Vol. VIII, pp. 1046, 1058,
Exhibit 1KK; Declaration of Gerald
Armstrong dated February 22, 1994,
Exhibit 1LL; Declaration of Gerald
Armstrong and dated April 21, 1994,
Exhibit 1MM; Armstrong letter to Graham
Berry, dated January 27, 1994, Exhibit
1NN.

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23
24 **C. Armstrong Breached The Agreement By Discussing His Claimed Experiences In
25 And Knowledge Of Scientology With Media Representatives In Violation Of
Paragraph 7(D) Of The Agreement.**

26
27 47. On March 20, 1992, Armstrong and
28 his counsel, Ford Greene, provided a

47. Complaint, ¶ 44; Answer, ¶ 44;
Exhibit 1OO, Armstrong Depo., Vol. III,

1 videotaped interview to reporter Don Knapp
2 of CNN.

341:24 - 344:14, 345:10-16.

3
4 48. In the CNN interview, Armstrong
5 discussed his knowledge of the Church of
6 Scientology and L. Ron Hubbard which he
7 had gained through his experiences with the
8 Church of Scientology.

48. Complaint, ¶ 44; Answer, ¶ 44;
Exhibit 1PP, Transcript of CNN
Broadcast; Exhibit 1OO Deposition of
Gerald Armstrong, Vol. III, 343:19-
344:4; Request for Judicial Notice,
Exhibit E, Order of Summary
Adjudication.

9
10
11
12 49. Armstrong and his counsel, Ford
13 Greene, were interviewed by reporter
14 William Horne of The American Lawyer
15 magazine. Armstrong made statements
16 concerning his claimed knowledge of and
17 experiences with the Church of Scientology
18 during that interview.

49. Exhibit 1QQ, Armstrong Depo.,
Vol. III, 341:24 - 342:14, 348-353;
Request for Judicial Notice, Exhibit E,
Order of Summary Adjudication.

19
20 50. In 1992, Armstrong discussed his
21 anti-Scientology litigation with reporters
22 Robert Welkos and Joel Sappell of the Los
23 Angeles Times.

50. Armstrong Depo., Vol. III, 378-
380, Exhibit 1RR.

24
25 51. In June, 1993, Armstrong discussed
26 Scientology and his knowledge of the
27 Wollersheim case with Joel Sappell.

51. Armstrong letter to Mark
Goldowitz, June 30, 1993, Exhibit 1SS.

28

1 52. On November 6, 1992, Armstrong
2 gave a videotaped interview to Sylvia
3 "Spanky" Taylor and Jerry Whitfield, in
4 which he discussed his alleged Scientology
5 knowledge and experiences at length.
6

7 53. On April 28, 1993, Armstrong
8 attempted to appear on KFAX radio, in the
9 San Francisco area, to discuss his claimed
10 Scientology knowledge and experiences. His
11 appearance was prevented only by the rapid
12 action of CSI's counsel.
13

14 54. In June, 1993, Armstrong gave an
15 interview to Newsweek reporter Charles
16 Fleming, concerning his claimed Scientology
17 knowledge and experiences.
18

19 55. On June 29, 1993, Armstrong
20 contacted reporter Charles Fleming of
21 Newsweek and discussed his claimed
22 knowledge of the Wollersheim case and
23 Scientology.
24

25 56. On August 28, 1993, Armstrong
26 wrote to Charles Fleming discussing his
27 litigation with CSI.
28

52. Videotape, Exhibit 1TT; Transcript
of Video, Exhibit 1UU.

53. Bartilson letter to Armstrong, April
28, 1993, Ex. 1VV; Armstrong Letter to
Bartilson, May 3, 1993, Ex. 1WW.

54. "Scientology in the Schools,"
Newsweek, June 14, 1993, p. 76, Exhibit
1XX; Armstrong Depo., Vol. VI, pp.
736-737, Exhibit 1YY.

55. Armstrong letter to Goldowitz,
June 30, 1993, Exhibit 1SS.

56. Armstrong letter to Fleming,
August 28, 1993, Exhibit 1ZZ.

1 57. On June 29, 1993, Armstrong spoke
2 with reporter Mike Tipping from the Daily
3 Journal concerning his knowledge of
4 Wollersheim's anti-Scientology litigation.
5

6 58. In 1993, Armstrong discussed his
7 litigation with CSI with Time reporter
8 Richard Behar.
9

10 59. On June 29, 1993, Armstrong
11 discussed Wollersheim's anti-Scientology
12 litigation with Time reporter Behar.
13

14 60. In August, 1993 Armstrong discussed
15 his claimed Scientology knowledge and
16 experience with Jennifer Cohen, a reporter
17 for the San Francisco Recorder. He also
18 sent her many documents, including
19 documents relating to the pre-settlement
20 litigation.
21

22 61. In August, 1993, Armstrong was
23 interviewed by E! TV reporters concerning
24 his claimed Scientology knowledge and
25 experiences.
26

27 62. In the late summer or early fall, 1993,
28 Armstrong discussed his claimed Scientology

57. Armstrong letter to Goldowitz,
June 30, 1993, Exhibit 1SS.

58. Armstrong Depo., Vol. VI, pp.
729-730, Exhibit 1AAA.

59. Armstrong letter to Goldowitz,
Exhibit 1SS.

60. Armstrong Depo., Vol. VII, pp.
854-855, Exhibit 1BBB; Armstrong letter
to Cohen, Exhibit 1CCC.

61. Portions of Transcript of E! TV
segment, Exhibit 1DDD.

62. Armstrong Depo. Vol. VII, 850-
851, Exhibit 1EEE.

1 knowledge and experiences on WORD radio
2 in Pittsburgh, Pennsylvania.

3

4 63. In October, 1993, Armstrong
5 discussed his claimed Scientology knowledge
6 and experiences with a reporter for the St.
7 Petersburg Times, Wayne Garcia.

63. Armstrong Depo., Vol. VI, 720-
723, Exhibit 1FFF.

8

9 64. In October, 1993, Armstrong wrote a
10 lengthy letter to the editor of Premiere
11 Magazine in which he discussed his claimed
12 Scientology knowledge and experiences.

64. Armstrong Letter to Premiere
Magazine, Exhibit 1GGG.

13

14 65. In May, 1994, Armstrong sent a letter
15 to the Mirror Group newspapers, United
16 Kingdom, in which he discussed his claimed
17 Scientology knowledge and experiences and
18 offered to testify voluntarily on behalf of
19 Mirror Group, should it become involved in
20 litigation with CSI.

65. Armstrong Letter to Mirror Group
Newspaper, Exhibit 1HHH.

21

22 66. In June, 1994, Armstrong discussed
23 his claimed Scientology knowledge and
24 experiences with Rick Cusick, a reporter for
25 Gauntlet Magazine.

66. Armstrong Depo., Vol. VI, 693-
694, Exhibit 1III, Armstrong Letter to
Cusick, Exhibit 1JJJ.

26

27 67. In June, 1994, Armstrong discussed
28 his claimed Scientology knowledge and

67. Armstrong Depo., Vol. VI, 653-
655, 661-662, 664-667, Exhibit 1KKK;

1 experiences with Rick Sine, a reporter for the
2 Pacific Sun. In July, 1994, he wrote a letter
3 to the Editor of the Pacific Sun.
4

Article, "Gagged Again," Exhibit 1LLL;
Article, "Alleged Gagged," Exhibit
1MMM.

5 68. In August, 1994, Armstrong discussed
6 his claimed Scientology knowledge and
7 experiences with Marsha Nix, a
8 representative of the Disney channel.
9

68. Armstrong Depo., Vol. VII, 848-
849, Exhibit 1NNN.

10 69. In August, 1994, Armstrong sent
11 documents concerning L. Ron Hubbard to
12 Tom Voltz, a Swiss writer who claimed to be
13 writing an anti-Scientology book.
14

69. Armstrong Depo., Vol. VIII, 992-
995, Exhibit 1000.

15 **D. Armstrong Breached The Agreement By Preparing And Distributing His Own**
16 **Manuscripts Concerning His Claimed Scientology Experiences In Violation of Paragraph**
7(D) Of The Agreement.

17 70. Armstrong has written and distributed
18 a treatment for a screenplay about his
19 claimed Scientology experiences which he
20 hopes to have made into a film.
21

70. Portions of Transcript of E! TV
segment, Exhibit 1DDD; Armstrong
Letter to Wollersheim, Exhibit 1PPP;
Armstrong Depo., Vol. VII, 875-876,
Exhibit 1QQQ.

22
23 71. Armstrong has written, copyrighted
24 and distributed two manuscripts concerning
25 his claimed Scientology knowledge and
26 experiences.
27

71. "I Declare," Exhibit 1RRR; "Find
a Better Basket," Exhibit 1SSS;
Armstrong Depo., Vol. VI, pp. 654-655,
710; Vol. VII, pp. 798-801, Exhibit
1TTT.
28

1 E. **Armstrong Breached The Agreement By Discussing His Claimed Scientology**
2 **Knowledge And Experiences With Third Parties In Violation Of Paragraph 7(D)**
3 **Of The Agreement.**

4 72. In July - September, 1992, Armstrong
5 spoke with Robert Lobsinger, a Kentucky
6 newspaper publisher concerning his claimed
7 Scientology knowledge and experiences.

8 Armstrong also wrote to Lobsinger and sent
9 him documents about Armstrong's claimed
10 Scientology experiences.

11
12 73. In August, 1992, Armstrong sent
13 documents concerning his claimed knowledge
14 of and experiences with Scientology to the
15 New York Times.

16
17 74. In December, 1992, Armstrong wrote
18 a letter discussing his claimed Scientology
19 knowledge and experiences which he copied
20 to Toby Plevin, Stuart Culter, Anthony
21 Laing, Kent Burtner, and Margaret Singer.

22
23 75. In January, 1992, Armstrong
24 discussed his claimed Scientology knowledge
25 and experiences with CANLA Director,
26 Priscilla Coates.

27
28 76. From March, 1993 to August, 1994,

72. Armstrong Depo., Vol. III, 383-
385; Vol. IV, 421-422, Exhibit 1UUU;
Armstrong Letter to Lobsinger, Exhibit
1VVV.

73. Armstrong Depo., Vol. IV, 421-
422, Exhibit 1UUU.

74. Armstrong Letter, Exhibit Q.

75. Armstrong Depo., Vol. II,
Hunziker v. Applied Materials, 265-266,
Exhibit 1WWW.

76. Armstrong Depo., Vol. VI, 705-

1 Armstrong discussed his claimed Scientology 710, Exhibit 1XXX.
2 knowledge and experiences with Omar
3 Garrison, and sent him documents about his
4 claimed Scientology experiences.
5

6 77. In fall, 1993, Armstrong discussed his 77. Armstrong Depo., Vol. VI, 764-
7 claimed Scientology knowledge and 765, 767-770, 777-780, Exhibit 1YYY.
8 experiences with anti-Scientists Vaughn
9 and Stacy Young.

10
11 78. In fall, 1993, Armstrong discussed his 78. Armstrong Depo., Vol. VII, 869-
12 claimed Scientology knowledge and 870, 872, Exhibit 1ZZZ.
13 experiences with a Stanford University
14 psychology class.

15
16 79. In November, 1993, Armstrong 79. Armstrong Depo., Vol. V, 591-
17 discussed his claimed Scientology knowledge 592, Exhibit 1AAAA.
18 and experiences with the attendees of a CAN
19 convention.

20
21 80. In spring 1994, Armstrong discussed 80. Armstrong Depo., Vol. VI, 782-
22 his claimed Scientology knowledge and 785, Exhibit 1BBBB.
23 experiences with anti-Scientologist Hana
24 Whitfield.

25
26 **F. Armstrong Breached The Agreement By Establishing And Maintaining An Anti-
27 Scientology Electronic Library Via His Colorado Corporation, FACTNet, In
28 Violation Of Paragraphs 7(D), 7(G), 7(H), 10 And 18(D) Of The Agreement.**

1 81. In June, 1993 Armstrong and anti-
2 Scientologist Lawrence Wollersheim
3 organized "Fight Against Coercive Tactics,
4 Inc." or "Fight Against Coercive Tactics
5 Network, Inc.," a Colorado Corporation
6 (hereinafter, "FACTNet"). Armstrong has
7 testified that he was an incorporator of
8 FACTNet and its first president.

81. Armstrong Depo., Vol. VII, 843,
919-920, Exhibit 1CCCC.

9
10 82. According to Armstrong FACTNet
11 was organized "to create an electronic means
12 of assisting the battle against harmful mind
13 control in its various forms and through its
14 various arms, one of which -- and undeniably
15 a major area in my life -- was Scientology."

82. Armstrong Depo., Vol. VII, 922,
Exhibit 1CCCC.

16
17 83. Armstrong has described FACTNet as
18 "the electronic backup" to anti-Scientology
19 litigation, and has admitted that the purposes
20 of assembling the FACTNet database
21 included "providing access to materials for
22 persons who were engaged in litigation with
23 various Church of Scientology entities," and
24 "making information available to persons
25 who might be contemplating pressing claims
26 against various Church of Scientology
27 entities."

83. Armstrong Depo., Vol. VII, 922-
923, Vol. VIII, 961, 972-973, Exhibit
1CCCC.

1 84. Armstrong supplied anti-Scientology
2 materials to FACTNet's database before
3 FACTNet was incorporated, while he was its
4 president, and after he ceased to be an officer
5 of FACTNet. The materials included
6 declarations, personal writings, exhibits and
7 other documents which Armstrong
8 "possessed and assembled." Armstrong
9 supplied two to three inches of anti-
10 Scientology documents to FACTNet.

11

12 85. In addition to supplying documents to
13 FACTNet, Armstrong's role is one of
14 "strategy, planning and consultation."

15

16 **G. Armstrong Intends To Continue Breaching The Agreement.**

17

18 86. On May 28, 1992, the Court in this
19 action granted CSI's application for
20 preliminary injunction, prohibiting
21 Armstrong, "his agents, and persons acting
22 in concert or conspiracy with him... from
23 doing directly and indirectly any of the
24 following:
25 "Voluntarily assisting any person (not a
26 governmental organ or entity) intending to
27 make, intending to press, intending to
28 arbitrate, or intending to litigate a claim

84. Armstrong Depo. Vol. VII, 926-
930, Vol. VIII, 954-961, Exhibit 1CCCC.

85. Armstrong letter to Wollersheim,
Exhibit 1PPP.

86. Request for Judicial Notice,
Exhibit P, Minute Order of May 28,
1992, issued by Hon. Ronald M.
Sohigian.

1 against the persons referred to in sec. 1 of
2 the 'Mutual Release of All Claims and
3 Settlement Agreement' of December 1986,
4 regarding such claim or regarding pressing,
5 arbitrating or litigating it.

6 "Voluntarily assisting any person (not
7 a governmental organ or entity) arbitrating or
8 litigating a claim against the persons referred
9 to in sec. 1 of the 'Mutual Release of All
10 Claims and Settlement Agreement' of
11 December 1986."

12
13 87. On June 24, 1992, Armstrong
14 testified regarding the Agreement, "A.
15 When, I mean, I have, I have absolutely no
16 intention of honoring that settlement
17 agreement. I cannot. I cannot logically. I
18 cannot ethically. I cannot morally. I cannot
19 psychically. I cannot philosophically. I
20 cannot spiritually. I cannot in any way. And
21 it is firmly my intention not to honor it.

22 "Q. No matter what a court says?

23 "A. No court could order it. They're going
24 to have to kill me."

25
26 88. On November 6, 1992, Armstrong
27 provided a video-taped interview in which he
28 stated, "... I cannot except pursuant to a

87. Armstrong Depo., Vol. I, 124:3-
11, Exhibit 1DDDD.

88. Videotape of Interview with Gerald
Armstrong, Exhibit 1TT; Transcript of
Interview, page 34, Exhibit 1UU.

1 subpoena, assist someone intending to file a
2 claim or pressing a claim against the
3 organization. Now that we are appealing
4 even that very narrow ruling, because that's
5 unenforceable because if you construe my ...
6 that this video could possibly indirectly help
7 someone in the future, I can't do this. And
8 not only that but if you consider that my
9 existence indirectly or directly helps
10 someone, then I'll oblige to take my own
11 life. In other words then I must stop
12 breathing. It's unenforceable hence I feel
13 that I am completely at liberty to associate
14 with whomever I want, to talk to whomever I
15 want, and I act in life that way."

16

17 89. On December 22, 1992, Armstrong sent
18 a letter to attorney Laurie Bartilson, counsel
19 for CSI. In this letter Armstrong wrote, "... I
20 consider myself free to do anything anyone
21 can, except testify absent a subpoena. Much
22 of what I am permitted [to] do I am going to
23 do. I am going to write freely, speak freely,
24 publish, talk to the media, associate freely,
25 and continue, until you put your faith in
26 something more religious than what is bad in
27 jurisprudence, to confront the injustice you
28 bring to court. In the next month or so I

89. Letter of December 22, 1992, page 3,
Exhibit 1Q.

1 expect to initiate speaking or media events to
2 help pay the enormous costs of this litigation.
3 And I expect to promote my legal position
4 within the publishing industry, because my
5 story and my writings on the subject are
6 literary and commercially worthy."
7

8 90. In this letter, Armstrong wrote, "I will
9 continue to associate with and befriend all
10 those people I consider you attack unjustly
11 and senselessly. I will make my knowledge
12 and support available to the Cult Awareness
13 Network, a group of people of good will you
14 vilify, in all the litigation you have fomented
15 against them. I will make my knowledge and
16 support available to any Scientologist who is
17 afraid to go anywhere else for understanding,
18 and to the families of Scientologists your
19 organization has estranged. I will even make
20 my knowledge and support available to
21 entities like Time and people like Richard
22 Behar in their defenses from your attacks."
23

24 91. In this letter, Armstrong wrote, "There
25 is also, as mentioned above, the fact that in
26 order to defend myself from your attacks and
27 to fund the defense of the litigation you have
28 fomented I must speak and must publish. I'm

90. Letter of December 22, 1992, Exhibit
1Q.

91. Letter of 22 December 1992, page 5,
Exhibit 1Q.

1 sure you understand that I remain completely
2 confident that no court, other than the odd
3 one your mercenaries are able to compromise
4 with bucks, babes or bull, will order me not
5 to defend myself."
6

7 92. In February, 1993, Armstrong
8 executed a declaration in which he stated,
9 "When I received and read the Sohigian
10 ruling I sought to divine its meaning and
11 apply it sensibly to my life, work and legal
12 situation. If it meant precisely what it said
13 then I would have to stop breathing because
14 by breathing I would be indirectly assisting
15 any person litigating a claim against the
16 organization entities referred to in sec. 1 of
17 the settlement agreement. Obviously,
18 therefore, Judge Sohigian did not mean what
19 he stated. If he meant only that I could not,
20 as opposed to passive assistance to litigating
21 claimants such as breathing, living and
22 writing magazine articles for the public
23 generally, physically act to help such a
24 claimant personally, I would have to ensure
25 every little old lady or little old man I might
26 escort across the road was not such a
27 claimant. I am certain Judge Sohigian did
28 not intend that.... I do not believe such non-

92. Armstrong Declaration of February
2, 1993, Exhibit 1EEEE.

1 assistance covenants or orders are legal or do
2 anything but obstruct the administration of
3 justice and attempt to destroy mens' souls."
4

5 93. On May 3, 1993, Armstrong wrote a
6 letter to Laurie Bartilson which stated, "You
7 are in error in your interpretation of the
8 December 6, 1986 settlement agreement. I
9 did not agree on that date to forego future
10 media appearances for a substantial sum of
11 money. . . ." and "Your threat that you will
12 subject me to the liquidated damages
13 provision of the agreement for appearing [on
14 a radio program] is obscene. Even its
15 inclusion in the settlement agreement, that is
16 \$50,000 per word I write or speak about
17 your organization is obscene."
18

19 94. On August 16, 1993, Armstrong
20 wrote to Andrew Wilson that "[M]y
21 breaching of the agreement has continued
22 unabated since 1990. It is my duty,
23 therefore, to continue that breach unabated
24 until the agreement is rescinded and no
25 longer exists to be breached. This letter also
26 serves to advise you and your client that I am
27 continuing unabated. Please also advise your
28 client to not waste its victims 'donations'

93. Armstrong Letter to Bartilson, May
3, 1993, Exhibit 1FFFF.

94. Armstrong Letter to Wilson,
Exhibit 1GGGG, p. 4.

1 sending around its camera-toting PIs to try to
2 catch me in an instant when I am doing
3 something other than my unbroken breach.
4 If I am not heard to be breaching the
5 agreement at any moment, I have not stopped
6 doing so, but am just between words or
7 breaching in whisper. Even in my sleep,
8 though I may not be somniloquizing, I am in
9 every instant breaching the agreement."

10

11 95. In June, 1994 Armstrong gave an
12 interview to Pacific Sun Reporter Rick Sine,
13 in which he claims, "I stated that, certainly
14 at one point, that the settlement agreement
15 was unenforceable from the start; and
16 according to the language of the settlement
17 agreement, it was absolutely impossible to
18 live, live by it; and I realize it would have
19 driven me absolutely nuts to even attempt.
20 Nevertheless, I had tried to live by it and live
21 within what I call the spirit of settlement,
22 unless I arrived at a point where it simply
23 was impossible and I had to take a stand and
24 had to do -- take the acts, do the things that I
25 ended up doing."

26

27 96. In July, 1994, Armstrong wrote to the
28 Pacific Sun, that Judge Sohigian "refused the

95. Armstrong Depo., Vol. VI, 665-
666, Exhibit 1HHHH.

96. Letter to Pacific Sun, "Alleged
Gag," Exhibit 1MMM.

1 organization's gargantuan effort to gag me. .
2 . . I rarely had to consider violating the
3 injunction to help [people]. Everyone else I
4 help with impunity."
5

6 97. On February 1, 1995, Armstrong
7 wrote to Church member, Nancy O'Meara,
8 copying the "Media": "What Scientology is
9 doing with me is suppressive, and threatening
10 to justice, wisdom and innocent people
11 everywhere. I will continue to stand my
12 ground and I refuse to be suppressed. . . .
13 As long as I breathe I will continue to do
14 what I see as God's will, and continue to
15 bring Scientology's evil nature to the light of
16 truth."

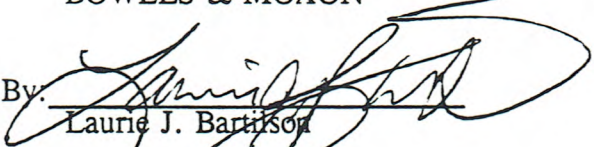
17 Dated: February 23, 1995

97. Armstrong Letter to O'Meara
Exhibit 1III.

Respectfully submitted,

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

BOWLES & MOXON

By: 
Laurie J. Bartison

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On February 23, 1995, I served the foregoing document described as SEPARATE STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION AS TO THE TWENTIETH CAUSE OF ACTION on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY FAX AND MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an

affidavit.

Executed on February 23, 1995 at Los Angeles, California.

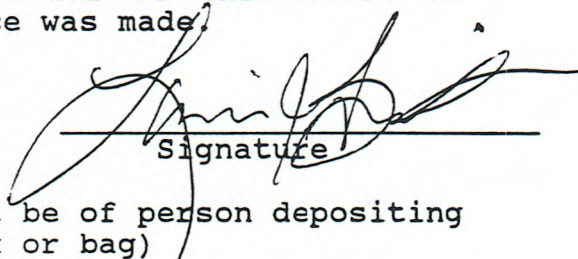
[] **** (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson
Print or Type Name


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)